

#72

CONTRACT FOR FIRE PROTECTION  
AND EMERGENCY SERVICES

This contract is made between BRUSH HILL FIRE PROTECTION DISTRICT of Tazewell County, Illinois, a Municipal Corporation, organized and existing under and in accordance with the provisions of an Act of the General Assembly of the State of Illinois, entitled "AN ACT IN RELATION TO FIRE PROTECTION DISTRICTS" approved July 8, 1927, and all acts amendatory thereto (hereinafter referred to as "District"), and the CITY OF PEKIN, a Municipal Corporation in Tazewell County, Illinois (hereinafter referred to as "City"); WITNESSETH:

WHEREAS, the City is in need of alternate sources of revenue; and

WHEREAS, the District has an obligation to provide fire protection services for property within its boundaries, but does not have adequate manpower or equipment to do so; and

WHEREAS, the City possesses manpower, equipment and expertise to provide fire protection and emergency services for the District; and

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 provides that units of local government may contract between themselves to obtain or share services and may use their revenues and other resources to pay costs related with intergovernmental activities; and

WHEREAS, Chapter 70, Act 705, Sections 11(a) and 22(d), respectively, of the Illinois Compiled Statutes provide that a fire

OFFICIAL FILE

ILL. C. C. DOCKET NO. 02-0352  
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Date 5/19/03 Reporter CB

protection district may contract with the City for (1) the protection of property, and (2) the provision and operation of emergency ambulance service within the District; and

WHEREAS, it has been determined by the corporate authorities of the District and the City that this agreement is in the best interest of each of the signatory municipalities.

IT IS, THEREFORE, AGREED that the City shall provide fire protection and emergency services for the District under the following terms and conditions:

1. <sup>2</sup>TERM. This contract shall commence on the 1st day of May, 1998, and continue in effect for a period of twenty (20) years thereafter, expiring at midnight on the 30th day of April, 2018 . In the event, however, if by midnight, April 30, 2003, the District shall not have acquired by referendum under the provisions of Chapter 70, Act 705, Section 22(b), authority to levy a special tax at a rate not to exceed .30% of the value of all taxable property within the District as equalized or assessed by the Illinois Department of Revenue for the purpose of providing ambulance service, this Agreement shall terminate upon thirty (30) days written notice being given by either party hereto to the other party.

2. PROVISIONS OF SERVICES. During the term of this contract the City shall provide the District with the following services:

(a) Fire Protection Services. The City shall provide fire protection services whenever notified of a fire in the

District. However, said services shall be provided on an if equipment and manpower are available basis. The District realizes that it is the primary responsibility of the City to provide fire protection services for the residents of the City. If a fire or emergency should occur in the City, which in the opinion of the City would require or necessitate the resources (equipment and manpower) then being utilized in the District, the City shall have the right to cease providing fire fighting or protection services in the District, even to the extent of pulling off its resources (equipment and manpower) from an existing fire in the District. The City may satisfy its obligation to provide fire protection services for areas in the District which are not served by fire hydrants or mutual aid agreements by contracting with other municipalities and other fire protection districts. Under no circumstances shall the City be under any obligation, now or in the future, to increase or modify its resources (manpower or equipment) beyond that which the City feels is needed for fire protection within the City limits of the City so as to provide appropriate services for the District.

(b) Emergency Services. The City shall provide emergency services, including, but not limited to, ambulance, if any, rescue services, first responder emergency medical services, and response to boating or water-related accidents or injuries in the same manner as provided to residents of the

City. The City and the District agree that the residents of the District shall pay to the City for any emergency services and/or rescue service charges at the same rate or fee that is charged by the City to the residents of the City of Pekin. If a fire or emergency should occur in the City, which in the opinion of the City would require or necessitate the resources (equipment and manpower) then being utilized in the District, the City shall have the right to cease providing emergency services in the District, even to the extent of pulling off its resources (equipment and manpower) from an existing emergency in the District. Under no circumstances shall the City be under any obligation, now or in the future, to increase or modify its resources (manpower and equipment), beyond that which the City feels is needed for emergency services within the City limits of the City, so as to provide appropriate services for the District.

(c) Simultaneous Incidents. In the event the City's fire protection or emergency service equipment is required to fight a fire or respond to an emergency within the City limits at the same time a fire or emergency occurs in the District, the City shall not be required to respond to the fire or emergency in the District until the fire or emergency in the City has been brought under control. In addition, if the City has responded to a fire or emergency in the District, and its equipment or service is subsequently needed for a fire or

emergency within the City limits at the same time as a fire or emergency existing in the District, the City shall not be required to maintain or continue service to the District until the fire or emergency in the City is under control.

3. PAYMENT. Beginning with the first year of this Agreement, the District shall pay annually to the City for the purchase of the aforesaid fire protection and emergency services all of the taxes levied and assessed in said District for fire protection, less a reasonable sum each year, not to exceed \$5,000.00,<sup>2</sup> for expenses incurred in connection with the administration of the District, and the District agrees to levy and extend its maximum fire protection tax rate for corporate purposes each year (currently set at .40%), plus an additional sum under its authority to levy for audit, ambulance service or such other purposes as is granted to the District under the laws of the State of Illinois to produce a rate of taxation equal to .01% of all taxable property within the District as equalized by the Illinois Department of Revenue, and an additional .01%, cumulative, for each year of this Contract thereafter, such that at the end of 20 years the District will be levying and extending a rate of taxation equal to .20% in addition to its .40% maximum corporate tax rate. The payments to the City will be made by the District beginning on February 1, 1999, and continuing on the 1st day of each February thereafter until this Agreement terminates. The District also agrees to furnish to the City Clerk each year during the term of

this Agreement a copy of its annual report of receipts and disbursements for its previous fiscal year, together with a copy of the District's proposed budget and appropriation ordinance for the coming year prior to their approval and adoption by the District.

4. MAXIMUM FIRE PROTECTION RATE. The maximum fire protection tax rate for corporate purposes which the District is required to levy and extend under the provisions of Paragraph 3 above, is understood and agreed to mean the maximum allowable tax rate authorized to be levied by the District under the provisions of Section 14 of the Fire Protection District Act (70 ILCS 705/14). If in the future Section 14 of said Act is amended or superseded by another statutory provision authorizing the District to levy a tax for general corporate purposes at a rate in excess of its presently authorized .40% rate, without the necessity of the District first having to obtain the approval for such additional tax authority by means of a referendum, then the District shall be required to levy and extend the new maximum corporate tax rate authorized by statute. If the District elects not to or fails to levy and extend at such newly authorized maximum general corporate tax rate, either party hereto may terminate this Agreement upon ninety (90) days written notice to the other party. Notwithstanding the foregoing, the District shall be under no obligation under this Agreement to levy and extend at a corporate rate in excess of .40%, if any future statutory provision authorizing the District to levy and

extend a tax for general corporate purposes in excess of .40% requires such authority be first approved through a referendum.

5. INSURANCE. The City will maintain at all times during the term of this contract, insurance covering liability for injuries and property damages arising in any way from the provision of fire protection and emergency services at least in amounts provided on the date of the execution of this contract. Alternatively, the City will maintain adequate reserves as self-insurance in amounts not less than currently allocated as reserves for self-insurance, covering liability for injuries or property damages arising in any way from the provision of fire protection and emergency services. The City will have no liability for its failure to respond to a fire or other emergency or from its withdrawal from a fire or other emergency because of needs or perceived needs within the City.

6. OBLIGATIONS OF DISTRICT. In order to facilitate effective fire protection services by the City, the District agrees to:

(a) notify the City of any fire within the District of which the Board of Trustees becomes aware which results in a dollar loss;

(b) notify the City of any fire incident of which the Board of Trustees becomes aware which appears to the Trustees to be of a suspicious nature;

(c) coordinate with residents and property owners in the District to set up proper procedures to notify the City of any fires to which the City should respond;

(d) provide the City with an updated map of the District and to provide a revised map any time the boundaries of the District change.

(e) install, maintain and repair through the cooperation of Illinois-American Water Company, or its successor, and Groveland Water District, or its successor, all fire hydrants and other equipment which may be necessary in order to supply and furnish to the District in areas where water mains are located adequate fire protection, and all charges, fees and expenses in connection with the installation, service and maintenance of said fire hydrants and other equipment shall be paid for by the District.

7. DISCRETION. The Fire Chief or any Fire Department Officer who is in command shall have the sole discretion to decide what equipment shall be deployed to the District and when said equipment and manpower shall be withdrawn from the District and the City shall assume no liability for those decisions as they shall be totally discretionary with the City.

8. SEVERABILITY CLAUSE. If any provision of this agreement is invalid for any reason, such invalidation shall not render invalid other provisions of this agreement which can remain in effect without the invalid provision.



9. GOVERNING LAW. This agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

10. RIGHT TO TERMINATE BY CITY. The City hereby reserves the right to terminate this Agreement upon ninety (90) days written notice to the District at any time after the District has failed to levy and pay to the City the amounts required to be levied and extended under the provisions of Paragraph 3 of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental units have caused this agreement to be duly executed and attached hereto are copies of the enabling ordinances or resolutions authorizing the execution of this agreement, this 10th day of November, 1997.

CITY OF PEKIN, a Municipal Corporation,

By 

Its Mayor

ATTEST:

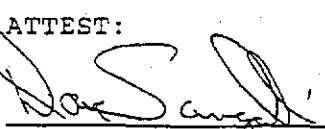
  
Its City Clerk

BRUSH HILL FIRE PROTECTION DISTRICT,

By 

Its President

ATTEST:

  
Its Secretary